

**FILED**  
Superior Court of California  
County of Los Angeles  
**07/07/2023**

David W. Slayton, Executive Officer / Clerk of Court  
By: T. Lewis Deputy

ZACHARY CROSNER (SBN 272295)  
[zach@crosnerlegal.com](mailto:zach@crosnerlegal.com)  
Nikki Trenner (SBN 316007)  
[Nikki@crosnerlegal.com](mailto:Nikki@crosnerlegal.com)  
**CROSNER LEGAL, PC**  
9440 Santa Monica Blvd., Ste. 301  
Beverly Hills, CA 90210  
Tel: (866) 276-7637  
Fax: (310) 510-6429

Attorneys for JENNIFER COMBEST

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JENNIFER COMBEST, as an individual and  
on behalf of all others similarly situated,

Plaintiff,

v.

NINETY FIVE SOUTH, INC., a Florida  
corporation; and DOES 1-50, inclusive

Defendants.

Case No.: 21STCV02842

Assigned for All Purposes to:  
Hon. David S. Cunningham  
Dept. SSC-11

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
JUDGMENT THEREON**

Date: June 20, 2022  
Time: 10:00 a.m.  
Dept. SSC-11

1           The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Final  
2 Approval of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard  
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4           1.       The Court has jurisdiction over this matter and over all parties to the action,  
5 including the members of the Settlement Class.

6           2.       The Class Action and PAGA Settlement Agreement and Class Notice ("Settlement  
7 Agreement") attached as Exhibit 1 to the Declaration of Zachary M. Crosner filed in support of  
8 Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement, filed on or  
9 about October 19, 2022, is the product of arms-length negotiations between the parties and the  
10 terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the  
11 Settlement Class. The Class Settlement Agreement therefore is finally approved, and its terms  
12 incorporated herein. The Court orders the parties to the Class Settlement Agreement to perform  
13 forthwith their respective duties and obligations thereunder.

14          3       The Settlement Class, which was provisionally certified by the Court in its  
15 February 1, 2023 Order Granting Preliminary Approval, hereby is certified under California Code  
16 of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class includes:  
17 All current and form non-exempt employees employed by defendant Ninety Five South, Inc.  
18 ("NFS") in California at any time during the Class Period of January 25, 2017 to August 22, 2022.  
19 Excluded from the Class are any employees who have separately released or waived the Released  
20 Class Claims or Released PAGA Claims.

21          4.       The Court adjudges Plaintiff and the Participating Class Members, on behalf of  
22 themselves and their respective former and present representatives, agents, attorneys, heirs,  
23 administrators, successors, and assigns, to have released and forever discharged the Released  
24 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from all  
25 claims that were alleged, or reasonably could have been alleged, based on the Class Period facts  
26 stated in the Operative Complaint and ascertained in the course of the Action including, e.g., any  
27 and all claims involving any alleged failure to pay minimum wage, failure to pay all overtime  
28 wages, failure to authorize and permit rest periods, failure to provide meal periods, failure to

1 furnish accurate, itemized wage statements, failure to timely pay all wages owed at termination,  
2 failure to provide paid sick time, failure to maintain accurate records, unfair business practices,  
3 interest, and attorney's fees.

4         5.       The Court further adjudges Plaintiff, all Participating Class Members who are  
5 Aggrieved Employees and Non-Participating Class Members who are Aggrieved Employees, to  
6 have released and forever discharged the Released Parties (as defined in the Settlement  
7 Agreement), to the fullest extent permitted by law, from all claims for PAGA penalties that were  
8 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the  
9 Operative Complaint and the PAGA Notice and ascertained in the course of the Action including,  
10 e.g., any and all claims involving any alleged failure to pay minimum wage, failure to pay all  
11 overtime wages, failure to authorize and permit rest periods, failure to provide meal periods,  
12 failure to furnish accurate, itemized wage statements, failure to timely pay all wages owed at  
13 termination, failure to provide paid sick time, failure to maintain accurate records, and failure to  
14 reimburse for business expenses.

15         6.       The Settlement Administrator is ordered to distribute to the Participating  
16 Settlement Class Members and to the PAGA Employees their respective settlement payments as  
17 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the  
18 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.  
19 No funds shall revert to Defendant.

20         7.       The Court further orders that the Class Members be provided with notice of this  
21 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a  
22 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

23         8.       The Court approves an award of attorney's fees to Class Counsel in the amount of  
24 \$78,333.33, and an award of costs and expenses in the amount of \$15,854.94. Such amounts shall  
25 be paid as provided in the Settlement Agreement.

26         9.       The Court approves a service payment to plaintiff and Class Representative  
27 Jennifer Combest in the amount of \$10,000.00, and the Settlement Administrator is ordered to  
28 make such payment consistent with the terms of the Settlement Agreement.

1           10.     The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.,  
2 shall be paid from the Gross Settlement Amount for its services in administering the Settlement.  
3 As set forth in the Declaration of Jennifer Beliveau, the Settlement Administrator is owed \$7,365  
4 for services rendered and to be rendered in administering the settlement. The Court therefore  
5 orders that Simpluris be paid the amount of \$7,365.00 from the Gross Settlement Amount, and  
6 finds good cause exists to increase the administration costs from the amount allowed for in the  
7 Settlement Agreement.

8           11.     A compliance hearing is set for June 20, 2024, at 10:00 a.m., in Department SSC-  
9 11 of the Los Angeles County Superior Court. The parties are ordered to file a joint compliance  
10 report no later than ten (10) calendar days before the compliance hearing.

11           12.     Under California Rule of Court 3.769(h), without affecting the finality of this Order  
12 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement  
13 of the Settlement Agreement pursuant to further orders of this Court until the final judgment  
14 contemplated becomes effective and each and every act agreed to be performed by the parties has  
15 been performed under the terms of the Settlement Agreement; (2) any other action necessary to  
16 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,  
17 construction, and interpretation of the Settlement Agreement.

18           13.     Neither this Order and Judgment nor the Settlement Agreement upon which it is  
19 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.  
20 This Order is not a finding of the validity or invalidity of any claims in this action or a  
21 determination of any wrongdoing by any party. The final approval of the parties' settlement will  
22 not constitute any opinion, position or determination of this Court as to the merits of the claims or  
23 defenses of any party.

24           14.     Judgment is hereby entered as follows: Plaintiff Jennifer Beliveau and the  
25 Participating Class Members, consisting of all current and form non-exempt employees employed  
26 by defendant NFS in California at any time during the Class Period of January 25, 2017 to August  
27 22, 2022 (excluding any employees who have separately released or waived the Released Class  
28 Claims or Released PAGA Claims), who have not otherwise opted out, shall take nothing from

1 NFS, except as set forth in the Settlement Agreement.

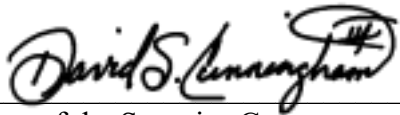
2 15. The Court shall retain jurisdiction over the parties to interpret, implement and  
3 enforce this Judgment.

4

5

6

Dated: 07/07/2023

  
\_\_\_\_\_  
Judge of the Superior Court

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28